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RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Korean Banking Lincolnwood
6401 North Lincoln Avenue
Lincolnwood, IL 60712

Doc#: 1317834017 Fee: \$48.25
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/27/2013 08:24 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
N. SANTIAGO/LN #282432/ID #28130
MB Financial Bank, N.A.
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE



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Cl

THIS MODIFICATION OF MORTGAGE dated May 10, 2013, is made and executed between CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED NOVEMBER 6, 1989 A/K/A TRUST NO. 109506-08, whose address is 10 S. LASALLE ST., #3100, CHICAGO, IL 60603 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 6401 North Lincoln Avenue, Lincolnwood, IL 60712 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 5, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Mortgage dated as of May 5, 2003 (the "Mortgage") executed by Chicgao Title Land Trust Company as successor Trustee to LaSalle Bank National Association, not personally, but as Trustee u/t/a dated November 6, 1989 a/k/a Trust No. 109506-08 ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded in the office of the Cook County Recorder of Deeds (the "Recorder's Office") on July 11, 2003 as document no. 0319226252 and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on on July 11, 2003 as document no. 0319226253, futher modified by a Modification of Mortgage recorded on July 22, 2008 as document no. 0820415041, Modification of Mortgage recorded on June 24, 2009 as document no. 0917522058, Modification of Mortgage recorded on July 15, 2010 as document no. 1019616027 and Modification of Mortgage recorded July 26, 2012 as document no. 1220822125.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK County, State of Illinois:

S ✓
P ✓
S ✓
M ✓
SC ✓
E ✓
INT ✓

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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LOTS 16 AND 17 IN BLOCK 60 IN KAISER AND COMPANY'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRACE BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 2 LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL OF SANITARY DISTRICT OF CHICAGO, (EXCEPT STREETS), IN TOWNSHIP 40, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3306-10 W BRYN MAWR AVE., CHICAGO, IL 60659-4510. The Real Property tax identification number is 13-02-431-032-0000 AND 13-02-431-033-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means, individually and collectively, (i) that certain Promissory Note dated May 10, 2013 in the original principal amount of \$144,000.00 executed by Borrower payable to the order of Lender, and (ii) that certain Promissory Note dated April 28, 2013 in the original principal amount of \$264,465.10 executed by Borrower payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

(1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY;

(2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.

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MODIFICATION OF MORTGAGE (Continued)

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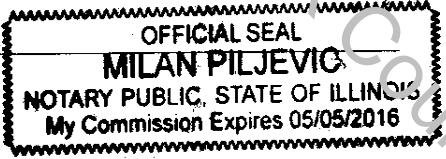
TRUST ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 4th day of June, 2013 before me, the undersigned Notary Public, personally appeared **LAND TRUST OFFICER, Christine C. Young** of **CHICAGO TITLE LAND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED NOVEMBER 6, 1989 A/K/A TRUST NO. 109506-08**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *[Signature]* Residing at 105 La Salle St. #2750
CHICAGO IL 60603
 Notary Public in and for the State of Illinois

My commission expires



County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL _____)

) SS

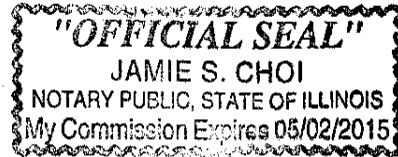
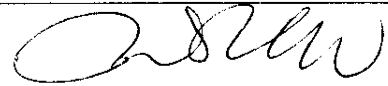
COUNTY OF Cook _____)

On this 4th day of June, 2013 before me, the undersigned Notary Public, personally appeared Susan Kim and known to me to be the _____, authorized agent for **MB Financial Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MB Financial Bank, N.A.**, duly authorized by **MB Financial Bank, N.A.** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **MB Financial Bank, N.A.**.

By Jamie Choi _____ Residing at _____

Notary Public in and for the State of IL _____

My commission expires 5/2/15 _____



Clerk's Office